

# JAY SCHOOL DEPARTMENT

## OFFICE OF THE SUPERINTENDENT

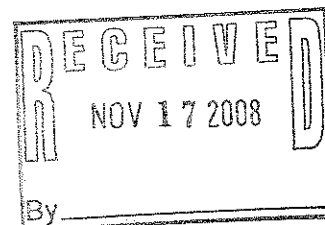
Dr. Robert E. Wall  
Superintendent of Schools  
jss@jayschools.org



Stacie Everett  
Business Manager  
stacie\_everett@jayschools.org

November 13, 2008

Commissioner Susan Gendron  
Maine Department of Education  
23 State House Station  
Augusta, ME 04333-0023



Dear Commissioner Gendron:

Enclosed is the proposed plan for the consolidation of the Jay School Department and the schools of Livermore and Livermore Falls (School Administrative District #36) into Regional School Unit 40. The plan proposes an operational date of July 1, 2009.

In accordance with Public Law 2007, CH. 240, Part XXXX, this plan includes provisions and exhibits that comply with and supports an organization and operational structure that will enhance educational opportunities and be fiscally responsive.

We respectfully submit this plan and await your timely response to comply with a proposed public vote on January 27, 2009.

Educationally yours,

A handwritten signature in black ink, appearing to read "Robert Wall", written over a horizontal line.

Dr. Robert E. Wall  
Superintendent, Jay School Department

A handwritten signature in black ink, appearing to read "Terry Despres", written over a horizontal line.

Terry Despres  
Superintendent, MSAD #36

cc: Mary Luce, Jay School Committee Chair  
Ashley O'Brien, MSAD #36 Board Chair

# Reorganization Plan Cover Sheet

(Please attach Reorganization Plan as Exhibit A)

Required Elements							
Law Reference Item Number Sub- Chapter 2	Item	N/A	Complete	In Progress	Not Yet Started	Identified Barrier <sup>1</sup>	Need Assistance <sup>2</sup>
3.A(1)	SAUs included in RSU		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(2)	Size of governing body		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Composition of governing body		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Apportionment of governing body		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(3)	Method of voting of the governing body		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(4)	Composition of local school committees	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Powers of local school committees	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Duties of local school committees	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(5)	Disposition of real & personal school property		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(6)	Disposition of existing school indebtedness (if not using provisions of section 1506)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Disposition of lease-purchase obligations (if not using provisions of section 1506)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(7)	Assignment of school personnel contracts		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Assignment of school collective bargaining agreements		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Assignment of other school contractual obligations		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(8)	Disposition of existing school funds and existing financial obligations		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(9)	Transition plan that addresses the development of a budget for the first school year		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Transition plan that addresses interim personnel policies		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(10)	Documentation of the public meeting(s) held to prepare or review reorganization plan		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(11)	Explanation of how units that approve reorganization plan will proceed if one or more units do not approve the plan		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(12)	Estimate of cost savings to be achieved		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(13)	Such other matters as the governing bodies of the school administrative units in existence on the effective date of this chapter may determine to be necessary		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<sup>1</sup> Please explain why this is a barrier and what assistance you need to remove this barrier on the next page.

<sup>2</sup> Please explain what assistance you need to complete this portion of your plan, and state from whom you need assistance, on page 3.

Parameters for Plan Development								
Law Reference Item Number Sub-Chapter 2	Item	N/A	Complete	In Progress	Not Yet Started	Identified Barrier <sup>3</sup>	Need Assistance <sup>4</sup>	
3.B(1)	Enrollment meets requirements (2,500 except where circumstances justify an exception <sup>5</sup> )		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Sec. XXXX-36, Parameter B	When viewed in conjunction with surrounding proposed units, may not result in one or more municipalities being denied the option to join an RSU		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3.B(2)	Comprehensive programming for all students grades K - 12.		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Includes at least one publicly supported high school		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3.B(3)	Consistent with policies set forth in section 1451		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3.B(4)	No displacement of teachers		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	No displacement of students		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	No closures of schools existing or operating during school year immediately preceding reorganization, except as permitted under section 1512		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Sec. XXXX-26, Parameter F	The plan must address how the school administrative unit will reorganize administrative functions, duties and noninstructional personnel so that the projected expenditures of the reorganized school unit in fiscal year 2008-2009 for system administration, transportation, special education and facilities and maintenance will not have an adverse impact on the instructional program <sup>6</sup>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Collaborative Agreements								
							Yes	No
Does your plan currently include information/documentation on collaborative agreements? (not required, but encouraged)							<input type="checkbox"/>	<input checked="" type="checkbox"/>

### Exceptions to 2,500 minimum

Actual number of students for which the SAU is fiscally responsible: ~1800

Exception	Exception Claimed in Plan	Documentation Provided? (Please attach as Exhibit B)	
		Yes	No
Geography	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Demographics	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Economics	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Transportation	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Population Density	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other Unique Circumstances	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<sup>3</sup> Please explain why this is a barrier and what assistance you need to remove this barrier on the next page.

<sup>4</sup> Please explain what assistance you need to complete this portion of your plan, and state from whom you need assistance, on page 3.

<sup>5</sup> Please note in the *Exceptions to 2500 minimum* section on next page

<sup>6</sup> This requirement is only for those who plan to be operational as an RSU in fiscal year 2008-2009, in accordance with a Reorganization Plan that is approved by the Commissioner and by the voters.

**Explanation of Barriers –**

Please use this section to explain any/all barriers identified on the previous page as a barrier in completing your Reorganization Plan.

Law Reference/Required Element	Explanation of the barrier

**Assistance Needs –**

Please use this section to describe your needs for assistance and from whom you need assistance.

Law Reference/Required Element	Explanation of your assistance need	Assistance needed from whom?

11/13/2008

## Plan to Reorganize

Jay School Department and Maine School Administrative  
District #36  
into  
Regional School Unit 40

**FINALIZED ON - NOVEMBER 12, 2008**

## **Plan to Reorganize**

### **Jay School Department and Maine School Administrative District #36 into Regional School Unit 40**

This plan proposes the reorganization of the Town of Jay School Department and Maine School Administrative District #36 (hereinafter, "SAD #36"), a school administrative district whose members are the Towns of Livermore Falls and Livermore, into Regional School Unit 40. The plan has been prepared through the efforts of the Jay / SAD #36 Reorganization Planning Committee in accordance with State of Maine laws – P.L. 2007 Ch. 240, Section XXXX , Sub-chapter 2 § 1461 and LD 2323 as applicable.

The Members of the Jay / SAD #36 Reorganization Planning Committee are:

State Facilitator: Bill Cumming  
SAD #36 Superintendent: Terry Despres  
Jay Superintendent: Dr. Robert E. Wall

Committee Co-chairs:

Mary Redmond – Luce ( Chair of the Jay School Committee)  
Ashley O'Brien (Chair of the SAD # 36 Board of Directors)

Members:

Clint Boothby, Livermore Community Member  
Ashley O'Brien, Livermore Member – SAD # 36 ( Board Chair )  
John Wakefield, Livermore – Town Board Member  
Cynthia Young, Livermore Member - SAD # 36 Board

Lynn Knight, Livermore Falls Member - SAD # 36 Board ( Community Member )  
David Lemire, Livermore Falls– Town Board Member  
Fred Nadeau, Livermore Falls Member - SAD # 36 Board

Mary Redmond – Luce, Jay School Committee Member ( Chair)  
Dan DiPompo, Jay School Committee Member  
Warren Bryant, Jay Town Board Member  
Paul Gilbert, Jay Community Member

11/13/2008

**Contacts:**

**Jay:** Mary Redmond Luce, Chair  
Jay School Committee  
31 Community Drive  
Jay, Maine 04239

**SAD#36:** Ashley O'Brien  
SAD # 36  
9 Cedar Street  
Livermore Falls, Maine 04253

**Date Submitted:** November 13, 2008

**Name of the Regional School Unit:** Regional School Unit 40 (hereinafter, "RSU 40")

**Proposed Operational Date:** July 1, 2009

**1A. The units of School Administration in RSU 40:**

The proposed regional school unit includes the following current school units:

- A. The Town of Jay, a municipal school unit
- B. SAD # 36, a school administrative district made up of the towns of Livermore and Livermore Falls

**1B. Statement of Intent:**

This plan seeks to reorganize the above named school systems for the purpose of compliance with State of Maine Laws and to support an enhanced and rich learning environment for the students of Jay, Livermore and Livermore Falls.

**1C Mission Statement for RSU 40:**

Sample: The mission of RSU 40 is to provide the students of Jay, Livermore and Livermore Falls with a responsive program of studies and a responsible educational experience.

## 1D. Potential Educational Program Enhancements:

### Overview:

This plan supports the concept of providing rich learning opportunities for the students in Jay, Livermore, and Livermore Falls through designed programming and combined resource allocation. The conventional offerings that are inherent to small school organizations cause efforts and resources to be squandered on satisfying archaic mandates that frustrate progressive educational aspirations.

Learning organizations thrive when capabilities are defined by how they satisfy learner needs rather how they satisfy the political and legal imperatives. Currently, two school systems within a close geographic proximity offer redundant programs and inefficient use of resources. RSU 40's goal is to support a new order through the following processes:

1. "Concentrating resources more effectively around a strategic focal point" – services to students and our communities.
2. "Accumulating resources more efficiently, by extracting knowledge from experience." The new RSU structure will allow a full review of services to determine what will be sustained, what will not be sustained and the new frontiers that can be explored.
3. "Complementing one kind of resource with another to create higher value". Both systems possess resources that, when combined with each other, and yet undiscovered financial and intellectual capital, the results will enhance the value of the services that can be offered to our students.
4. "Conserving resources whenever possible".<sup>1</sup>

### Potential Opportunities:

- ☒ Greater opportunities to pursue a career path that involves higher level coursework
- ☒ A realistic course / class load for teachers in core subjects will result in more student attention
- ☒ Better utilization of staff with multiple certifications
- ☒ More abundant courses in the visual and performing arts
- ☒ The opportunity for early college coursework
- ☒ Greater virtual coursework offers
- ☒ Better use of technology in an application format
- ☒ Allows for industrial based curriculum
- ☒ All of the benefits that come from resource allocations that relate to a higher student population
- ☒ Combined staff development opportunities
- ☒ Better utilization of special education staff and programming
- ☒ The support of industrial based programs

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<sup>1</sup> Hamel, G., and Prahalad, C.K. the concepts of "stretch and leverage" in Strategy Safari, Mintzberg H., Ahlstrand B., and Lampel J., Page 220



**2. <sup>2</sup>Size and Composition of the Board of Directors:**

The RSU Board of Directors shall be composed of 10 members: 5 from Jay; 3 from Livermore Falls; and 2 from Livermore. Based upon the one person – one vote rule, each member has one vote. The chair shall always have a vote.

This will be re-evaluated every odd year beginning 2011, except as otherwise required by law.

Members will be elected by the voters in their respective towns. Each Board member shall serve a (3) three year term, except the initial terms of the members shall be staggered in accordance with Title 20-A M.R.S.A. § 1472-B.

Jay:

- 1 member: 1 year initial term
- 1 member: 2 year initial term
- 1 member: 3 year initial term
- 1 member: 3 year initial term
- 1 member: 1 year initial term

For initial election, the directors elected to the board shall meet and draw lots for their term lengths.

Thereafter, elected persons shall serve three year terms.

Livermore Falls:

- 1 member: 1 year initial term
- 1 member: 2 year initial term
- 1 member: 3 year initial term

For initial election, the directors elected to the board shall meet and draw lots for their term lengths.

Thereafter, elected persons shall serve three year terms.

Livermore:

- 1 member: 1 year initial term
- 1 member: 2 year initial term

For initial election, the directors elected to the board shall meet and draw lots for their term lengths.

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<sup>2</sup> This section is required : Law reference: Public Law, Chapter 240, Part XXXX – Section 3.A(2) (3)

Thereafter, elected persons shall serve three year terms.

3. Method of Voting of the Governing Body: Each member of the 10 member Board of Directors shall have one vote. See exhibit 3-A.

4.<sup>3</sup> The Composition, Powers, and Duties of Local School Committees:

No local school committee shall be created by the new RSU 40. The Jay School Committee and the SAD # 36 Board of Directors shall continue with management and control of their public schools and programs until the RSU 40 becomes operational.

5. <sup>4</sup>Disposition of Real and Personal Property

**A. Real Property and Fixtures:** Except as specified in exhibit 5-A, all real property interests, including without limitation land, buildings, first refusal rights, and purchase rights, and all fixtures of SAD # 36 and of the Jay School Department shall be conveyed to RSU 40. The RSU Board may require such deeds, assignments, or other instruments of transfer as in its judgment is necessary to establish the RSU's right, title, and interest in such real property and fixtures. As used in Exhibit 5-A, the "retained use" and "retained public use" do not mean that the deed shall contain an exception, reservation or limitation, but rather that so long as the applicable property is used by the RSU for school purposes, this Plan requires the RSU to recognize and permit the historical community uses specified in Exhibit 5-A, subject to applicable school policies.

Any real property interests and associated fixtures that shall not be transferred are specified in exhibit 5 –A. All real property of the school administrative units not excluded in exhibit 5-A shall be transferred to RSU 40. Property not transferred, if any, shall become the property of the municipality in which it is located, unless otherwise specified in this plan.

**B. Personal Property:** All other tangible SAD #36 and Jay school department owned personal property, including moveable equipment, furnishings, textbooks, and other curriculum materials, supplies, and inventories shall become the property of RSU 40, except as excluded in 5-B. This excludes from transfer any property owned by employees that is located at school sites.

The RSU 40 Board may require such assignments, bills of sale, or other instruments of transfer as in its judgment is necessary to establish the RSU's right, title or interest in such personal property.

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<sup>3</sup> The section is required. Law reference: Public Law, Chapter 240, Part XXXX – Section 3.A(4)

<sup>4</sup> The section is required. Law reference: Public Law, Chapter 240, Part XXXX – Section 3.A(5)

- C. <sup>5</sup>**Agreements to Share or to Jointly Own Property.** In cases where real or personal school property is shared or is jointly used by SAD #36 or the Jay School Department and by a municipality or other party, the new RSU shall be the successor in interest to SAD #36 or, as applicable, the Jay school department, unless that shared or jointly used property has been excepted in Exhibit 5-C, if any.

**5-A. Cost Sharing Formula:** The intent of this plan is to apportion the participation of each member town in funding that is local and additional to the State of Maine basic funding requirements. The method for determining each member town's share shall be by the percentage of State valuation for the most recent calendar year ending prior to commencement of the fiscal year for which the joint Regional School Unit budget is prepared. The percentage that each town shall provide shall be based on each member town's percentage of the total State valuation of all of the member towns. The intent of this provision is to provide an equitable method of funding RSU 40 schools, grounds, equipment and services. Unless amended by the voters of the RSU as provided in this Plan, this method shall remain in force for the first five budget years following the operational date of RSU 40. For the period commencing with the sixth budget year, the RSU board may adopt a different cost sharing method unless the original valuation method was previously amended by the RSU voters as provided in this Plan. Prior to submission to the RSU voters of the budget for the sixth budget year, and unless the voters of the RSU previously amended the cost sharing formula, the RSU board may approve a different method of sharing costs that are local and additional to the State of Maine basic funding requirements. Such approval shall require a majority vote of the full RSU board meeting that includes at least one affirmative vote of an RSU board member from each town of the RSU. If the RSU board does not adopt a change to the original method of sharing such costs for the period commencing with the sixth budget year as provided herein, the original valuation method shall continue unless thereafter amended by the RSU voters. If the RSU board does adopt a change to the original method of sharing costs for the period commencing with the sixth budget year as provided therein, that new method shall continue until amended by the voters of the RSU as provided in this Plan.

Amendments to this cost sharing formula may incorporate any factor or combination of factors permitted by law in addition to or in lieu of valuation and resident pupils.

The method of amending the cost sharing formula is as follows:

- A. If requested by a written petition of at least 10% of the number of voters voting in the last gubernatorial election within the RSU, or if approved by a majority of the full RSU board, the RSU board shall hold at least one meeting of municipal representatives to reconsider the method of sharing costs. The RSRU shall give at least 15 days' notice to each municipality comprising the RSU of any meeting.

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<sup>5</sup> This section relates to the Jay Community Center and other shared property – See attachment 5-A.

B. Each member municipality must be represented at the meeting or meetings by 2 representatives chosen at large by its municipal officers, and one member of the RSU board chosen by the municipality's municipal officers.

Prior to the first meeting of municipal representatives the RSU may engage the services of a facilitator, unless the engagement of the services is required by law, from the list, if any, maintained by the commissioner. The facilitator shall:

- (1) At the first meeting, review and present data and information pertaining to sharing of costs within the RSU. Pertinent information may include, but is not limited to, a description of the RSU's cost-sharing method, the elements involved in the calculation of each municipality's costs and a graphic depiction of the current and historic distribution of costs in the RSU.
- (2) Solicit and prepare a balanced summary of the concerns of municipal officials, educators and the public about the current method of cost sharing; and
- (3) Develop a plan of action for consideration by the municipal representatives that responds to the information collected and the concerns raised. The plan of action must include a list of expectations for the conduct of the parties, options for proceeding and an assessment of the likely success of those options.

C. A change in the method of sharing costs may only be approved by a majority vote of the municipal representatives present and voting.

D. If a change in the cost-sharing method is approved by a majority of the municipal representatives meeting pursuant to paragraph A, the change must be submitted to the voters at a referendum election. It becomes effective when approved by a majority of the voters voting in the RSU that includes the following: (i) if the proposed change is based only on fiscal capacity and/or on pupil count, the change must be approved by a majority of the voters voting in a majority of the member towns of the RSU (in other words, assuming the vote occurs when the RSU is composed of 3 member towns, as originally configured, the RSU majority vote must include a majority in each of 2 of the original 3 towns); and (ii) if the proposed change is based in whole or in part on factors other than fiscal capacity or pupil count, the change must be approved by a majority of voters voting in each municipality in the RSU. The referendum shall be called and held for this purpose in accordance with sections 1501-1504 of Title 20-A, except that, if the proposed change in cost-sharing plan

E. If approved at referendum, assessments made by the RSU board thereafter must be made in accordance with the new method of sharing costs.

F. The secretary of the RSU shall notify the state board that the RSU has voted to change its method of sharing costs. The state board shall issue an amended certificate of organization showing this new method of sharing costs.

**6. <sup>6</sup>The Disposition of Existing School Indebtedness and Lease-Purchase Obligations**

**A. Bonds, Notes and Lease-Purchase Agreements that the RSU will Assume**

- a. RSU 40 shall assume liability to pay for the bonds, notes and lease-purchase agreements as specified in exhibit 6-A.

**B. Bonds, Notes and Lease-Purchase Agreements that RSU Will Not Assume**

Pursuant to 20-A MRSA § 1506(4), the new RSU 40 shall not assume bond, notes and lease-purchase agreements specified in exhibit 6-B, if any, which shall continue to be paid by the original members of the SAU indicated, and RSU 40 shall serve as the fiscal agent for the SAU for that purpose.

**C. <sup>7</sup>New capital debt that RSU 40 Will Issue and Not Assume**

If the voters or other applicable legislative body of an SAU has authorized the issuance of bonds for a school construction or minor capital project, but the SAU has not issued all of the permanent bonds for the project, the new RSU shall issue bond or notes to finance the completion of that project and to refund any temporary notes that the SAU issued for the project, in accordance with 20-A MRSA §1506(2), however, the RSU will not assume liability to pay that debt.

**D. Defaulted Debt / Pending Claims Excluded From Being Assumed**

Notwithstanding anything in this Plan to the contrary, except where legally required to do so, the new RSU 40 will not assume any bond, note, insurance claim or lease-purchase agreement as to which the SAU is named arising from an action that occurred before the operational date of RSU 40, for which the SAU is in breach or has defaulted.

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<sup>6</sup> The section is required. Law reference: Public Law, Chapter 240, Part XXXX – Section 3.A(6) Language contained in Section 1506 (shown in attachment 6 – D ) may be used instead of the language shown. This is an important section as it has long-term implications for all RSU members

<sup>7</sup> This section relates to such things as the cost of the revolving – renovation funding relationship with the State of Maine and any other outstanding borrowing that one or more of the SAU's may have before the operational date of the RSU

7. <sup>8</sup>**The Assignment of School Personnel Contracts, Collective Bargaining Agreements and Other School Contractual Obligations**

**A. School Personnel Contracts:** A list of written individual employment contracts to which each of the existing Jay and SAD #36 school systems is a party to is attached as exhibit 7-A.1 Pursuant to Section XXXX-43(5) of Title 20-A MRSA, individuals on the list who are employed on the day before the operational date shall become employed by the new RSU 40 as of the operational date, and their contracts shall be assumed by the RSU on the operational date. This provision does not prevent the existing Jay or SAD #36 school systems from terminating or non-renewing the contract of employees in accordance with applicable laws before the operational date of RSU 40. The list shall be updated and made final no later than the day before the operational date.

A list of all employees of the existing Jay and SAD # 36 school systems who do not have written individual employment contracts is attached in exhibit 7-A.2. Pursuant to Section XXXX-43(5), individuals on the list who are employed on the day before the operational date shall become employed by RSU 40 as of its operational date. This provision does not prevent the existing Jay or SAD #36 school systems from terminating or non-renewing the contract of employees in accordance with applicable laws before the operational date of RSU 40. The list shall be updated and made final no later than the day before the operational date.<sup>9</sup>

**B. School Collective Bargaining Agreements:** The collective bargaining agreements listed in 7-B, as to which the Jay and/or SAD # 36 school systems are a party, shall be assumed by the new RSU 40 as of its operational date. All of the employer's rights and responsibilities with respect to collective bargaining shall be fully assumed by the RSU as of the operational date.

**C. Other School Contractual Obligations:** A list of all contracts to which the Jay and/or SAD #36 school systems are party to and that will be in effect as of the RSU's operational date is attached in exhibit 7-C.1.

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<sup>8</sup> The section is required. Law reference: Public Law, Chapter 240, Part XXXX – Sections 5 - 7) The collective bargaining agreements do not have to be negotiated to compatibility before the RSU operational date. All contracts will be assigned to the new RSU in the form they are in on the operational date. Contract compatibility for like job categories is required by law to be in place by 2012 (Public Law, Chapter 240) – which governs the RSU.

<sup>9</sup> The list of employees attached to this plan is a temporary list. The final list of those “rolled over” employees” – those that cannot be reduced for the first year of operation – will be finalized no later than the day before the first day of operation. Either of the school systems – Jay or SAD # 36 – can terminate the employment of personnel before the operational date.

**8. <sup>10</sup>The Disposition of Existing School Funds and Existing Financial Obligations, Including Undesignated Fund Balances, Trust Funds, Reserve Funds, and other Funds Appropriated for School Purposes:**

- A. Existing Financial Obligations: Pursuant to Section XXXX-36(5) of PL 2007 ch. 240, as amended to date, the disposition of existing financial obligations is governed by this plan. <sup>11</sup>
1. Existing financial obligations include the following:
    - a. All accounts payable;
    - b. To the extent areas are not included as accounts payable, any financial obligations which under generally accepted accounting principles would be considered expenses of the Jay and SAD #36 school systems for any year prior to the new RSU's operational date, whether or not such expenses were budgeted by the SAU in the year the obligations were incurred, including, for example, summer salaries and benefits owed to employees for work performed during the 2008-09 school year, including salary and compensation payable after June 30, 2009 ; and
    - c. All other liabilities arising under generally accepted accounting principles that can reasonably be estimated are probable.

**B. Unsatisfied Financial Obligations**

Each SAU shall satisfy its existing financial obligations from all legally available funds prior to the operational date of the RSU. If an SAU has not satisfied all of its existing financial obligations, the SAU shall transfer sufficient funds to RSU 40 to satisfy its remaining existing financial obligations, and the RSU Board shall be authorized to satisfy those existing financial obligations on behalf of the SAU. If the SAU does not transfer to the RSU sufficient funds to satisfy its existing obligations, then to the extent permitted by law, the RSU Board may satisfy those obligations from balances that the SAU transfers to the RSU.

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<sup>10</sup> The section is required. Law reference: Public Law, Chapter 240, Part XXXX – Section 3.A(8) The purpose is to identify the disposition of each system's fund balance, reserves, scholarships, trusts, investments, etc. and to identify the obligations that each existing SAU will be responsible for as the systems transition. Obligations may include lawsuits and other legal actions not resolved or initiated at the time of the operational date of the RSU and other actions for which each individual SAU may be the only party involved. Audit management letters and statements generally detail those areas that are known to legal counsel.

<sup>11</sup> Section XXXX-36(5) of Title 20-A MRSA provides a list of those areas that the Legislature requires to be in this plan with the intent that the areas listed will be treated by the plan in such a way that "sustainable, long term administrative efficiencies" will be supported.

In the event that an SAU does not satisfy its existing financial obligations or transfer sufficient legally available funds to do so, the RSU shall satisfy the deficiency by assessing and collecting sums from the original education unit or, as applicable, the member towns of the original education unit above and beyond its regular assessment of the original education unit or, as applicable, the member towns of the original education unit. This provision is included to safeguard an RSU member from becoming liable for RSU costs due to unsatisfied existing financial obligations that were not incurred by that RSU member or as applicable by the original education unit to which the RSU member previously belonged. Alternatively, the regional school unit board may take any other action permitted by law to satisfy the deficiency. For example, it may raise and assess funds from all its members for the purpose of making equitable distributions (which may be made in the form of credits against assessed shares of the RSU's approved budget) to those region members that otherwise would bear costs attributable to such deficiency for which they had no financial responsibility. The intent of the preceding sentence is that financial responsibility for unsatisfied existing financial obligations of an SAU be borne by that SAU or as applicable that SAU's members, and not by other members of the RSU.

**C. Remaining Balances:** The balance remaining in SAU school accounts after satisfying financial obligations in accordance with this plan shall be paid to the treasurer of RSU 40, verified by an audit, and used to reduce the SAU's contribution as provided in Section XXXX-43(4), except as otherwise provided in this plan.

Transfers of remaining balances may occur within the period specified by Section XXXX-43(4) or at any time before the SAU has closed its accounts and ceased normal operations.<sup>12</sup>

**D. Reserve Funds.** The Jay School Department and SAD # 36 shall transfer remaining balances of reserve funds to the new RSU 40, except as otherwise specified in this plan. Unless provided by applicable law, transferred reserve funds shall be used in the SAU from which the transferred fund came in keeping with the original purpose for which the funds were raised. Transferred reserve funds shall be subject to Title 20-A M.R.S.A. § 1491, except that the transfer of funds or a change in purpose may only occur in such a manner that funds continue to benefit the members of the SAU that transferred the funds to the RSU. Notwithstanding the foregoing, reserve funds for summer salaries and benefits, if any, transferred by an SAU to the RSU shall be treated as "remaining balances" under section 8-B and used to reduce that SAU's contribution as provided by Section XXXX-43(4).

**E. Scholarship Funds:** Remaining scholarship balances from the Jay School Department and SAD #36 shall be transferred to the treasurer of RSU 40 within 60 days of the operational date of the RSU. Scholarships shall be limited to the

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<sup>12</sup> The law doesn't require the full general fund balance to be transferred upon the operational date. The general fund balance can be transferred in monthly payments over the first year of operation.



original group of potential recipients, and distributed in a manner for which they were intended, unless otherwise provided by the donor or by applicable law.

**F. Trust Funds:** Jay School Department and SAD #36 shall transfer trust funds to the treasurer of RSU 40 within 60 days of the operational date of the RSU. The RSU 40 Board of Directors shall be deemed the successor trustee for all purposes, except as provided by the trust or by applicable law.

**9. <sup>13</sup>Time Table and Transition Plan for the RSU:**

See exhibit 9A

Upon a positive vote on January, 27, 2009, the respective School Boards shall meet jointly and vote to appoint a RSU Transition Committee made up of:

- The SAU Superintendents – Non-voting member
- The Jay Business Manager – Non-voting members
- School Committee / Board of Directors Chairs
- Representatives of the Selectmen from Jay, Livermore and Livermore Falls
- Such other persons, as non-voting members, that will assist the committee in creating a responsible transition plan, as determined by the committee.

At this time the original RSU Planning Committee shall disband.

**10. Charge of the Transition Committee:**

- Perform a complete and detailed analysis of each SAU's respective budget for Fiscal Year 2010.
- Following an analysis of each system's budget, operating expenditures, staffing levels and duties, administrative structure, and all financial obligations, prepare a short and long-term savings plan that specifically identifies how those savings will be attained.
- This analysis should be performed in time for the FY 2009-2010 budget process. The plan clearly should show the tax impacts of reorganization.
- This Committee will participate in the preparation of each SAU's FY 10 budget building process and the generation of a transitional RSU 40 supplemental budget to complete the work of the transitional activities until the new RSU Board is in operation. The cost of the transitional budget to be raised by each member in the same manner as proposed for cost sharing after the RSU is operational. <sup>14</sup>
- Provide information to the public

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<sup>13</sup> The section is required. Law reference: Public Law, Chapter 240, Part XXXX – Section 3.A(9)

<sup>14</sup> The RSU formation process will require the raising and appropriation a supplemental budget for the transition. The cost of this extra funding will be borne by each system in keeping with the proposed RSU cost sharing formula based on valuation percentages.

A Transitional Plan that includes the following will be created by the Committee:

- ☒ A detailed budget for the transitional activities from two SAU organizations to an RSU and for the first operational year of the RSU
- ☒ A comprehensive analysis of what budget supports will be essential and what savings can be realized in the first year of operation of the RSU
- ☒ A process of curriculum mapping at all grade levels will take place prior to the operational date. That process will involve staff from all SAU schools in Jay and SAD # 36. The maps that are produced will identify a core curriculum that is common to each grade level. In addition, a clear curriculum scope and sequence with map points that establish grade levels where skills are introduced, developed, and mastered will be established. An analysis of curriculum materials, textbooks, assessment materials and processes, as well as other related information will be collected and a task force for curriculum will be formed. It is recognized that the congruence of curriculum components will take a number of years to realize. However, common grade level outcomes, and the criteria related to the establishment of essential learning may be realized in the first year of operation.

The Transitional Committee shall be dissolved upon the election and appointment of the RSU 40 Board of Directors.

**11. Documentation of the public meeting or public meetings held to review the reorganization plan. See Exhibit # 11-A**

**12. Reorganization Timeline:**

Following a positive vote on January 27, 2009 to form the new RSU 40, the following timeline shall be used to implement the reorganization plan.

- ☒ The Regional Planning Committee is dissolved
- ☒ February 16, 2009 , the Jay and SAD # 36 School Committee / Board of Directors appoint the members of the Transition Committee.
- ☒ Spring 2009, The RSU Board members are elected
- ☒ Spring 2009, Referendum validation process for the RSU Budget for FY 10
- ☒ July 1, 2009, The RSU is operational

The initial RSU board shall have the transitional powers and duties provided by this plan and by 20-A MRSA §1461-A.

**13. Explanation of how units that approve the reorganization plan will proceed if one of the proposed members of the regional school unit fails to approve the plan.**

In the event the Plan is rejected by the voters of Jay or SAD #36, the new RSU shall not be formed under this plan. The Jay School Committee and the SAD #36

Board of Directors shall hold a joint meeting and determine if a new process to form a regional unit will be initiated with the same or new Regional Planning Committee members.

**14. Estimate of the cost savings to be achieved by the formation of a regional school unit and how these savings will be achieved.**

Cost savings will be realized over a period of years . The immediate transition period will more than likely produce budgets that are greater than currently paid for each member town. Key components of cost savings will be:

- ☒ Staff attrition
- ☒ Staff reorganization and staff reduction
- ☒ Combining classes at realistic teacher / pupil ratios
- ☒ Contract negotiations
- ☒ The evolution of two superintendents down to one
- ☒ The combination of business services in one location
- ☒ The elimination of redundant supervisory positions
- ☒ Combining students in central locations by closing schools as needed
- ☒ Using building space and resources so that buildings are cost efficient
- ☒ Combining transportation, and maintenance

**15. Such other matters as the governing bodies of the school administrative unit in existence on the effective date of this chapter may determine to be necessary.**

- ☒ The Board shall establish interim rules of procedure and shall elect interim officers who shall serve until officers are elected at a meeting following the operational date of the District.
- ☒ The Board shall propose and approve a recommended budget in accordance with M.R.S.A. § 1482 for the first operational year for submission to the voters of the District. The budget format, approval procedures and assessments for the District's first operational year shall be in accordance with 20-A M.R.S.A §§ 1482 -1489. The RSU Board shall have all necessary authority for those purposes. This shall be the first year of use of the budget referendum process for purposes of the three years prescribed by law that the process be in place before reconsideration of the full town meeting / referendum process pursuant to Section 1486 (1).
- ☒ **Transitional Plan for Personnel and Other Policies:** All personnel policies existing in the previous Jay and SAD # 36 school systems shall continue to apply relative to the positions that they cover when the RSU becomes operational until such time as the R.S.U Board and superintendent(s) develop and adopt District-wide policies in accordance with applicable law.
- ☒ **General Authority of the RSU to Implement the Plan:** The new RSU shall be authorized to take all other actions and shall have the authority under State law to fully implement the reorganization plan. Included is the authority to

open and maintain accounts, to incur expenses in keeping with the approved budget to be allocated among the member municipalities in accordance with Section 13-B.1, and to file applications for available funds in the best interest of the District.

- ☒ **Plan to Reorganize Administration, Transportation, Building and Maintenance Services and Special Education:** Following a positive vote on the Plan, the budget process will support consolidation of transportation, building/maintenance services, and special education. The Transition Committee will study this conversion and make recommendations.
- ☒ RSU Board of Directors will be paid \$25 per meeting for all meetings.

## Sample Apportionment Plan

Exhibit 1

METHOD D  
ONE PERSON-ONE VOTE  
ONE VOTE PER DIRECTOR

2006  
Est.

Municipality	Census	Percent of Population	Number of Directors	Population per Director	Percentage of Deviation	Notes:
Jay	4,863	47.4%	5	972.60	-5.24%	Ignore negatives add two highest amounts -- sum should not exceed 16.40%
Livermore	2,200	21.4%	2	1,100.00	7.17%	
Livermore Falls	3,201	31.2%	3	1,067.00	3.96%	
					-12.41%	
	10,264	100.0%	10	Average 1,026.40	↑	Aggregate deviation is in compliance
	972.60					
	1,026.40					
	-53.80	/	1,026.40	=	-5.24%	
	1,100.00					-12.41%
	1,026.40					
	73.60	/	1,026.40	=	7.17%	

Aggregate deviation should not exceed 16.4%

## Additional Notes:

To estimate the total number of directors take the total population and divide by the smallest  
Population per Director should be around the number of the smallest population

## Exhibits: Disposition of Real and Personal Property

### Jay

#### **Exhibit 5-A – Real Property that will be transferred to the Regional School Unit 40 with exceptions and conditions noted:**

The following properties will be released to the Regional School Unit in compliance with 20-A, M.R.S.A. § 1462:

- Jay Elementary School
- Jay High School
- Jay Middle School
  - With retained use of the cafeteria for town functions
- Jay Community Building
  - With retained use of the building for:
    - Jay Selectmen
    - Jay Planning Board
    - Jay Historical Society
    - Board of Appeals
    - Jay Voting
    - Area Youth Sports
    - Jay Recreation
    - Town Meetings (Gym)
- Jay Bus Garage
  - With retained use of the garage area as a wash station for Jay town vehicles
- Jay tennis courts
  - With retained unlimited use by the public when not used by the RSU
- Athletic fields and gymnasiums
  - With retained public use as currently provided

It is understood that this list and as outlined on the attached map is a complete list of the Jay properties necessary to carry out functions of the regional unit.

#### **Exhibit 5-A – Areas specifically not included:**

- Building and land currently used by Jay Head Start
- Recreation land – as noted in the attached diagram (map)
- All other areas not within the boundaries shown on the attached map

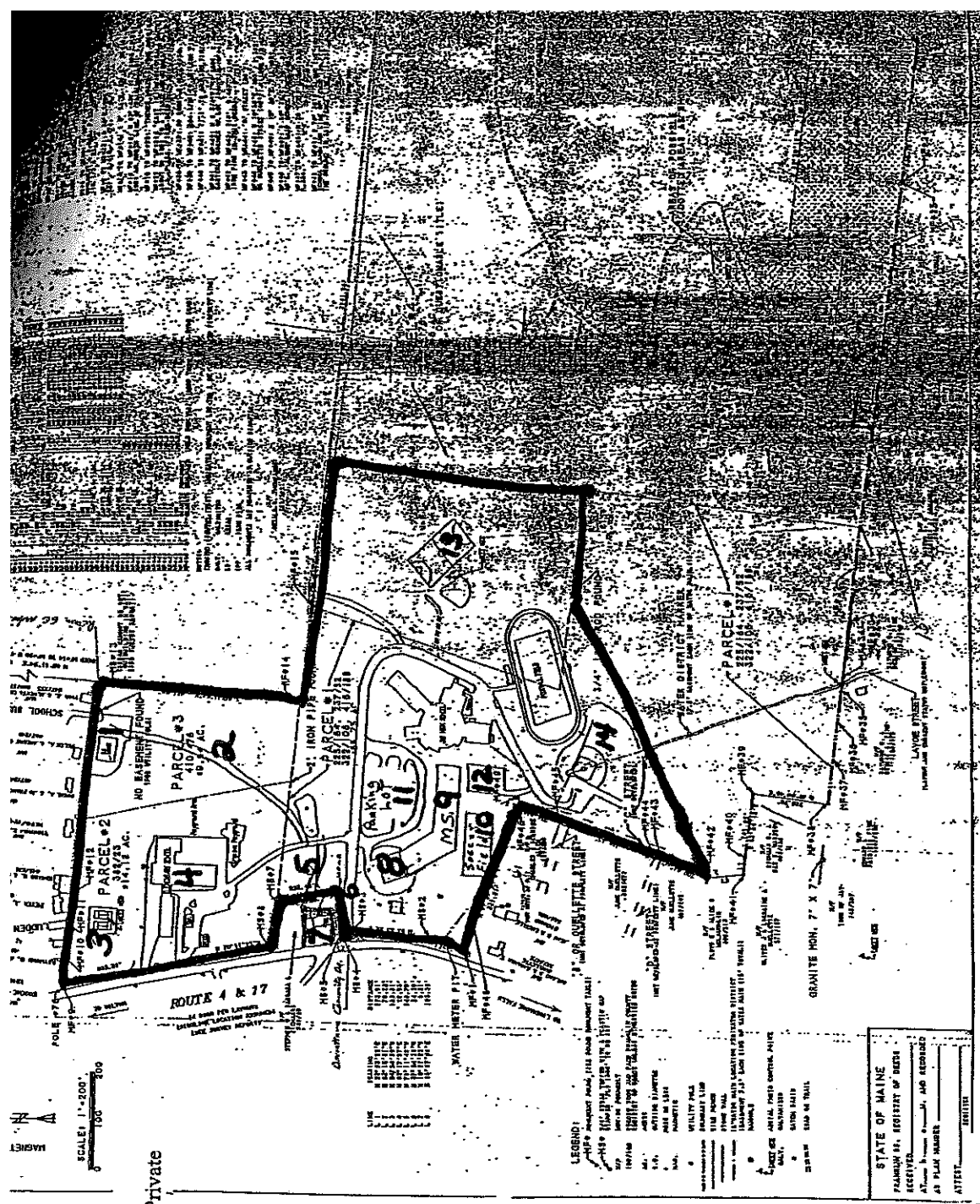
### Livermore

- Livermore Elementary School

## Livermore Falls

- Livermore Falls Middle School
- Livermore Falls High School
- Cedar Street Learning Center

1. Bus Garage
2. Bus Access Road - Private
3. Tennis courts
4. Elementary School
5. Head Start Access Road - Private
6. High School Hill
7. Head Start
8. Community Building - Gym
9. New Middle School
10. New Soccer Field
11. General Parking
12. Student Parking
13. Field Hockey Field
14. Baseball Field





Outstanding school bond issue  
June 30, 2008

Exhibit 6A

Fiscal Year Ending		Jay Middle School			
	Principal	November interest	May interest	total annual	
2009	\$ 420,000.00	\$ 101,025.57	\$ 107,171.40	\$ 628,196.97	
2010	\$ 420,000.00	\$ 92,226.37	\$ 95,776.80	\$ 608,003.17	
2011	\$ 420,000.00	\$ 84,103.90	\$ 84,172.20	\$ 588,276.10	
2012	\$ 420,000.00	\$ 73,827.08	\$ 72,462.60	\$ 566,289.68	
2013	\$ 420,000.00	\$ 70,344.69	\$ 60,648.00	\$ 550,992.69	
2014	\$ 420,000.00	\$ 58,724.92	\$ 48,518.40	\$ 527,243.32	
2015	\$ 420,000.00	\$ 46,196.07	\$ 36,388.80	\$ 502,584.87	
2016	\$ 420,000.00	\$ 34,562.45	\$ 24,259.20	\$ 478,821.65	
2017	\$ 420,000.00	\$ 22,547.74	\$ 12,129.60	\$ 454,677.34	
2018	\$ 420,000.00	\$ 10,446.03	\$ -	\$ 430,446.03	

# Debt Payment Schedule

B Jay - 1997 B - \$8,400,000.00

# MS Building

Payment Date	Principal	Interest	Previous Credits	Current Credits	Total
7/01/1997	\$0.00	\$195,412.47	\$0.00	\$0.00	\$195,412.47
5/01/1998	\$0.00	\$231,409.50	\$0.00	\$0.00	\$231,409.50
7/01/1998	\$420,000.00	\$231,409.50	\$0.00	\$0.00	\$651,409.50
5/01/1999	\$0.00	\$220,329.90	\$0.00	\$0.00	\$220,329.90
7/01/1999	\$420,000.00	\$220,329.90	\$0.00	\$0.00	\$640,329.90
5/01/2000	\$0.00	\$209,250.30	\$0.00	\$0.00	\$209,250.30
7/01/2000	\$420,000.00	\$209,250.30	\$0.00	\$0.00	\$629,250.30
5/01/2001	\$0.00	\$197,908.20	\$0.00	\$0.00	\$197,908.20
7/01/2001	\$420,000.00	\$197,908.20	\$0.00	\$0.00	\$617,908.20
5/01/2002	\$0.00	\$186,566.10	\$0.00	\$0.00	\$186,566.10
7/01/2002	\$420,000.00	\$186,566.10	\$0.00	\$0.00	\$606,566.10
5/01/2003	\$0.00	\$175,224.00	\$0.00	\$0.00	\$175,224.00
7/01/2003	\$420,000.00	\$175,224.00	\$0.00	\$0.00	\$595,224.00
5/01/2004	\$0.00	\$163,881.90	\$0.00	\$0.00	\$163,881.90
7/01/2004	\$420,000.00	\$163,881.90	\$0.00	\$0.00	\$583,881.90
5/01/2005	\$0.00	\$152,539.80	\$0.00	\$0.00	\$152,539.80
7/01/2005	\$420,000.00	\$152,539.80	\$0.00	\$0.00	\$572,539.80
5/01/2006	\$0.00	\$141,197.70	\$0.00	\$0.00	\$141,197.70
7/01/2006	\$420,000.00	\$141,197.70	\$0.00	-\$1,007.93	\$560,189.77
5/01/2007	\$0.00	\$129,855.60	\$0.00	\$0.00	\$129,855.60
7/01/2007	\$420,000.00	\$129,855.60	\$0.00	-\$25,984.90	\$523,870.70
5/01/2008	\$0.00	\$118,513.50	\$0.00	\$0.00	\$118,513.50
7/01/2008	\$420,000.00	\$118,513.50	\$0.00	-\$17,487.93	\$521,025.57
5/01/2009	\$0.00	\$107,171.40	\$0.00	\$0.00	\$107,171.40
7/01/2009	\$420,000.00	\$107,171.40	\$0.00	-\$14,945.03	\$512,226.37
5/01/2010	\$0.00	\$95,776.80	\$0.00	\$0.00	\$95,776.80
7/01/2010	\$420,000.00	\$95,776.80	\$0.00	\$11,672.90	\$504,103.90
5/01/2011	\$0.00	\$84,172.20	\$0.00	\$0.00	\$84,172.20
7/01/2011	\$420,000.00	\$84,172.20	\$0.00	-\$10,345.12	\$493,827.08
5/01/2012	\$0.00	\$72,462.60	\$0.00	\$0.00	\$72,462.60
7/01/2012	\$420,000.00	\$72,462.60	\$0.00	-\$2,117.91	\$490,344.69
5/01/2013	\$0.00	\$60,648.00	\$0.00	\$0.00	\$60,648.00
7/01/2013	\$420,000.00	\$60,648.00	\$0.00	-\$1,923.08	\$478,724.92
5/01/2014	\$0.00	\$48,518.40	\$0.00	\$0.00	\$48,518.40
7/01/2014	\$420,000.00	\$48,518.40	\$0.00	-\$2,322.33	\$466,196.07
5/01/2015	\$0.00	\$36,388.80	\$0.00	\$0.00	\$36,388.80
7/01/2015	\$420,000.00	\$36,388.80	\$0.00	-\$1,826.35	\$454,562.45
5/01/2016	\$0.00	\$24,259.20	\$0.00	\$0.00	\$24,259.20
7/01/2016	\$420,000.00	\$24,259.20	\$0.00	-\$1,711.46	\$442,547.74
5/01/2017	\$0.00	\$12,129.60	\$0.00	\$0.00	\$12,129.60
7/01/2017	\$420,000.00	\$12,129.60	\$0.00	-\$1,683.57	\$430,446.03
	\$8,400,000.00	\$5,131,819.47	\$0.00	-\$93,028.51	\$13,438,790.96

Jay School Department  
Lease/Purchase Schedules

**Buses**

**Estimate\***

	Gorham Leasing 4.793%	Gorham Leasing 5.300%	Gorham Leasing 4.18%
	\$ 87,984.00	\$ 65,500.00	\$ 75,850.00
	11/15/2005	6/15/2006	9/15/2008
	Thomas 78 Passenger	Freightliner C2 72 Passenger	Thomas 78 Passenger
FY06	\$ 17,000.00	\$ 14,536.00	
FY07	\$ 17,746.00	\$ 12,741.00	
FY08	\$ 17,746.00	\$ 12,741.00	
FY09	\$ 17,746.00	\$ 12,741.00	\$ 15,170.00
FY10	\$ 17,746.00	\$ 12,741.00	\$ 15,170.00
FY11	pd in full	pd in full	\$ 15,170.00
FY12			\$ 15,170.00
FY13			\$ 15,170.00
			pd in full
Totals	\$ 87,984.00	\$ 65,500.00	\$ 75,850.00

\*bus has not yet been delivered, estimate is based on proposed  
amortization schedule

**Copier**

	Gorham Leasing 3.800%
	\$ 63,987.00
	8/15/2008
FY09	\$ 21,329.00
FY10	\$ 21,329.00
FY11	\$ 21,329.00
	pd in full
Totals	\$ 63,987.00

**Software**

	Gorham Leasing 3.800%
	\$ 36,670.00
	8/26/2008
FY09	\$ 12,651.00
FY10	\$ 12,651.00
FY11	\$ 12,651.00
	pd in full
Totals	\$ 37,953.00

**Technology**

	Gorham Leasing
	3.750%
	\$ 164,550.00
	9/15/2008
FY09	\$ 54,850.00
FY10	\$ 54,850.00
FY11	\$ 54,850.00
	pd in full
Totals	\$ 164,550.00

## Jay School Department

Compound Period .....: Annual

Nominal Annual Rate ....: 4.793 %  
 Effective Annual Rate ...: 4.793 %  
 Periodic Rate .....: 4.7934 %  
 Daily Rate .....: 0.01332 %

ME 1173-02

2007 Thomas

78 Passenger

## CASH FLOW DATA

Event	Start Date	Amount	Number	Period	End Date
1 Lease	11/15/2005	81,192.00	1		
2 Payment	11/15/2005	17,000.00	1		
3 Payment	07/15/2006	17,746.00	4	Annual	07/15/2009

## AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

Date	Payment	Interest	Principal	Balance	
Lease 11/15/2005				81,192.00	
1 11/15/2005	17,000.00	0.00	17,000.00	64,192.00	
2006 Totals	17,000.00 ✓	0.00	17,000.00		FY 06
2 07/15/2006	17,746.00	2,068.43	15,677.57	48,514.43	
2007 Totals	17,746.00 ✓	2,068.43	15,677.57		FY 07
3 07/15/2007	17,746.00	2,325.51	15,420.49	33,093.94	
2008 Totals	17,746.00 ✓	2,325.51	15,420.49		FY 08
4 07/15/2008	17,746.00	1,586.34	16,159.66	16,934.28	
2009 Totals	17,746.00 ✓	1,586.34	16,159.66		FY 09
5 07/15/2009	17,746.00	811.72	16,934.28	0.00	
2010 Totals	17,746.00	811.72	16,934.28		FY 10
Grand Totals	87,984.00	6,792.00	81,192.00		

✓

Jay School Dept.

Compound Period .....: Annual

Nominal Annual Rate ....: 5.300 %  
 Effective Annual Rate ...: 5.300 %  
 Periodic Rate .....: 5.3000 %  
 Daily Rate .....: 0.01472 %

ME 1173-04  
 2007 Freightliner  
 52-106  
 C

## CASH FLOW DATA

Event	Start Date	Amount	Number	Period	End Date
1 Lease	06/15/2006	61,571.00	1		
2 Payment	06/15/2006	14,536.00	1		
3 Payment	07/15/2006	12,741.00	4	Annual	07/15/2009

## AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

Date	Payment	Interest	Principal	Balance
Lease 06/15/2006				61,571.00
1 06/15/2006	14,536.00 ✓	0.00	14,536.00	47,035.00
2006 Totals	14,536.00	0.00	14,536.00	F406
2 07/15/2006	12,741.00 ✓	207.74	12,533.26	34,501.74
2007 Totals	12,741.00	207.74	12,533.26	F407
3 07/15/2007	12,741.00 ✓	1,828.59	10,912.41	23,589.33
2008 Totals	12,741.00	1,828.59	10,912.41	F408
4 07/15/2008	12,741.00 ✓	1,250.23	11,490.77	12,098.56
2009 Totals	12,741.00	1,250.23	11,490.77	F409
5 07/15/2009	12,741.00	642.44	12,098.56	0.00
2010 Totals	12,741.00	642.44	12,098.56	F410
Grand Totals	65,500.00	3,929.00	61,571.00	

Jay School Dept.

Compound Period .....: Annual

Nominal Annual Rate ... : 4.180 %  
 Effective Annual Rate .. : 4.180 %  
 Periodic Rate ..... : 4.1800 %  
 Daily Rate ..... : 0.01161 %

ME 1173-08  
 2009 Thomas  
 18 Passenger

## CASH FLOW DATA

Event	Start Date	Amount	Number	Period	End Date
1 Lease	10/15/2008	70,000.00	1		
2 Payment	10/15/2008	15,170.00	5	Annual	10/15/2012

## AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

Date	Payment	Interest	Principal	Balance
Lease 10/15/2008				70,000.00
1 10/15/2008	15,170.00	0.00	15,170.00	54,830.00
2009 Totals	15,170.00	0.00	15,170.00	
2 10/15/2009	15,170.00	2,291.89	12,878.11	41,951.89
2010 Totals	15,170.00	2,291.89	12,878.11	
3 10/15/2010	15,170.00	1,753.59	13,416.41	28,535.48
2011 Totals	15,170.00	1,753.59	13,416.41	
4 10/15/2011	15,170.00	1,192.78	13,977.22	14,558.26
2012 Totals	15,170.00	1,192.78	13,977.22	
5 10/15/2012	15,170.00	611.74	14,558.26	0.00
2013 Totals	15,170.00	611.74	14,558.26	
Grand Totals	75,850.00	5,850.00	70,000.00	

Jay School Dept.

Compound Period ..... Annual

Nominal Annual Rate ... : 3.800 %  
 Effective Annual Rate .. : 3.800 %  
 Periodic Rate ..... : 3.8000 %  
 Daily Rate ..... : 0.01056 %

**Copier lease**

## CASH FLOW DATA

Event	Start Date	Amount	Number Period	End Date
1 Lease	08/15/2008	61,670.00	1	
2 Payment	08/15/2008	21,329.00	3 Annual	08/15/2010

## AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

Date	Payment	Interest	Principal	Balance
Lease 08/15/2008				61,670.00
1 08/15/2008	21,329.00	0.00	21,329.00	40,341.00
2009 Totals	21,329.00	0.00	21,329.00	
2 08/15/2009	21,329.00	1,532.96	19,796.04	20,544.96
2010 Totals	21,329.00	1,532.96	19,796.04	
3 08/15/2010	21,329.00	784.04	20,544.96	0.00
2011 Totals	21,329.00	784.04	20,544.96	
Grand Totals	63,987.00	2,317.00	61,670.00	



Day School Department

Compound Period .....: Annual

Nominal Annual Rate ...: 3.800 %  
 Effective Annual Rate ..: 3.800 %  
 Periodic Rate .....: 3.8000 %  
 Daily Rate .....: 0.01056 %

# Software LEASE

## CASH FLOW DATA

Event	Start Date	Amount	Number	Period	End Date
1 Lease	08/26/2008	36,670.00	1		
2 Payment	08/26/2008	12,651.00	1		
3 Payment	07/15/2009	12,651.00	2	Annual	07/15/2010

## AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

Date	Payment	Interest	Principal	Balance
Lease 08/26/2008				36,670.00
1 08/26/2008	12,651.00	0.00	12,651.00	24,019.00
2009 Totals	12,651.00	0.00	12,651.00	
2 07/15/2009	12,651.00	818.91	11,832.09	12,186.91
2010 Totals	12,651.00	818.91	11,832.09	
3 07/15/2010	12,651.00	464.09	12,186.91	0.00
2011 Totals	12,651.00	464.09	12,186.91	
Grand Totals	37,953.00	1,283.00	36,670.00	

Compound Period .....: Annual

Nominal Annual Rate ...: 3.750 %  
 Effective Annual Rate ..: 3.750 %  
 Periodic Rate .....: 3.7500 %  
 Daily Rate .....: 0.01042 %

**Technology  
Lease**

CASH FLOW DATA

Event	Start Date	Amount	Number	Period	End Date
1 Lease	09/15/2008	158,672.91	1		
2 Payment	09/15/2008	54,850.00	3	Annual	09/15/2010

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

Date	Payment	Interest	Principal	Balance
Lease 09/15/2008				158,672.91
1 09/15/2008	54,850.00	0.00	54,850.00	103,822.91
2009 Totals	54,850.00	0.00	54,850.00	
2 09/15/2009	54,850.00	3,893.36	50,956.64	52,866.27
2010 Totals	54,850.00	3,893.36	50,956.64	
3 09/15/2010	54,850.00	1,983.73	52,866.27	0.00
2011 Totals	54,850.00	1,983.73	52,866.27	
Grand Totals	164,550.00	5,877.09	158,672.91	

# Jay School Dept.

Exhibit 7A.1

## Teachers

Allen, Melissa  
Ancil, Nancy  
Anuszewski, Kristel  
Bamford, Christina  
Bean, Rhonda  
Benedetto, Janet  
Berry, Diane  
Biliouris, William  
Bryant, Marlene  
Castonguay, Maryanne  
Chase, Raymond  
Collins, Jan  
Cuthbertson, Shannon  
Daigle, Janet  
Davis, Linda  
Deering, Tammy  
Deming, Wendy  
Desjardins, Sylvia  
Dipompo, Jane  
Disotto, Lyn  
Easter, Randy  
Edmunds, Nicole  
Farrington, Deb  
Fenlason, Dianne  
Ferrari, Lynn  
Fitzgerald, Elaine  
Fitzgerald, Robert  
Fortier, Kellee  
Girardin, Annette  
Grimaldi, Nancy  
Haley, Karen  
Hamilton, Steve  
Hardy, Carol  
Harrington, Tennie  
Harris, E James Jr.  
Hartford, Scott  
Henry, Michael  
Hooker, Sherry  
Howatt, Tracy  
Iannucci, Donato  
Imbruno, Julie  
Jewell, Jeff  
Kilbreth, Jackie  
Knowles, Susan  
Labbe, Donna  
Leclerc, Kelly  
Leclerc, Terry  
Lemieux, Daniel  
Lesuer, Lynne  
Lewia, Lyneta  
Lindsey, Tamara

Mancine, Susan  
McCourt, Sharon  
McDonald, Diane  
Methvin, Michael  
Ochoa, Carlos  
Ouellette, J. Lynn  
Paradis, Cynthia  
Parker, Cherie  
Peterson, Linda  
Pollock, Jonathan  
Rackliff, Jeannie  
Reed, Carol  
Remington, James  
Richard, Judi  
Ricker, Frances  
Rier, Maria  
Robinson, James  
Sandler, Susan  
Schmidt, Teresa  
Shink, Colleen  
Siggens, Catherine  
Simoneau, Michael  
Sirois, Mary  
Stevenson, Sue  
Stone, Jennifer  
Swenson, Paula  
Talmage, Julie  
Taylor, Julie  
Taylor, Myrtle  
Taylor, Robert  
Thornton, Julie  
Thurston, Sara  
Timberlake, Jennifer  
Trommer, Bill  
Whitmore, Catherine

**Secretaries**

Bergeron, Pam  
Cook, Kim  
Couture, Sherri  
Gagnon, Susan  
Parker, Julia  
Smith, Lynn

**Administration**

Albert, Scott  
Collins, Tina  
Hollingsworth, Chris  
Moore, Joseph

**Superintendent**

Wall, Robert

**GDB**

Breton, Stella  
Burnham, Norman  
Everett, Stacie  
MacCallum, Scott  
Murray, Kathy  
Thompson, Gwen  
Weston, Susan

**Ed Techs**

Blais, Theresa  
Bryant, Denelle  
Cloutier, Denise  
Dube, Mary  
Fournier, Robin  
Franchetti, Shelley  
Gingras, Alison  
Gordon, Tammy  
Hamilton, Donna  
Heikkinen, Megan  
Jackson, Kerry  
Jenkins, Lorraine  
Labrecque, Sharon  
Leblanc, Bonnie  
Lemire, Deb  
Macomber, Judy  
Medcoff, Maryann  
Melcher, Bonnie  
Ouellette, Katie  
Plourde, Melody  
Poisson, Bertrand  
Pomerleau, Dianna  
Quirion, Joyce  
Richard, Jeannine  
Schoen, Patty  
Storer, Deborah

**Bus drivers/ Custodians**

Donald, Robert  
Gaudet, Matt  
Gill, John  
Given, Mark  
Given, Polly  
Leblanc, Paul  
Marquis, Dave  
McDonald, Clovis  
Neil, Wayne  
Redmond, Robert  
Richards, Jeremy  
Richards, Paul  
Shink, Brian

Shink, James

**Cafeteria**

Beaulieu, Linda

Bourassa, Wendy

Castonguay, Denise

Couture, Karen

Fournier, Gloria

Harvell, Jane

Nelson, Diane

Nemi, Noreen

Parker, Joan

Parlin, Crystal

**Sub caller**

Quirion, Karen

# Work Agreement Expiration Dates

	Jay Contracts	SAD #36 Contracts
Teachers	2009	2009
Non-contract Employees	2009	
Support Personnel		2009
Administrators	2011	2011
Cafeteria Workers	2011	2010
Educational Technicians	2009	2010
Teamsters	2011	
Superintendent	2011	2011
Secretaries/Library Clerks	2011	

Exhibit 5-A  
None



Exhibit 5-B

None

Exhibit 5-C

None

Exhibit 6-A

SAU	YEAR ISSUED	ORIGINAL PRINCIPAL AMOUNT	ASSET ACQUIRED	PRINCIPAL BALANCE	FINAL DATE OF MATURITY
36	2007	6,740.	WIRELESS INFRASTRUCTURE	4,149.60	2011
36	2007	72,271.	2008 SCHOOL BUS	24,858.00	2010
36	2009	144,408.	2 – 2009 SCHOOL BUSES	96,272.00	2011
36	2009	32,550.	MS ELECTRICAL REVOLVING RENOVATIONS	13,950.00	2013
36	2009	110,341.	HS REVOLVING RENOVATIONS	47,289.00	2013
36	2000	386,696.25	LIV ELEMENTARY SCHOOL	325,882.52	2019
36	2008	28,836.	COMPUTERS	28,836.	2011

10-000260-1 830 66-111  
831 66-111

M.S.A.D. # 36

\$3,750,000  
MAINE MUNICIPAL BOND BANK  
1999 Series E Bonds

Debt Service Schedule

Increase Factor: + 0.033%

	Date	Principal	Coupon	Interest	Total Debt Service	Gross Annual Cashflow	Bond Years
	1) October 28, 1999						
	2) May 1, 2000			100,421.25	100,421.25		
101 100	3) November 1, 2000	187,500.00	4.283%	98,775.00	286,275.00 ✓	386,696.25	189.06
4/5/01	4) May 1, 2001			94,759.69	94,759.69 ✓		
101 4/01	5) November 1, 2001	187,500.00	4.283%	94,759.69	282,259.69 ✓	377,019.38	376.56
3/7/02	6) May 1, 2002			90,744.38	90,744.38 ✓		
10/3/02	7) November 1, 2002	187,500.00	4.408%	90,744.38	278,244.38 ✓	368,988.76	564.06
4/3/03	8) May 1, 2003			86,611.88	86,611.88 ✓		
63 Pd 4/1/03	9) November 1, 2003	187,500.00	4.533%	86,611.88	274,111.88	360,723.76	751.56
Pd 4/15/04	10) May 1, 2004			82,362.19	82,362.19		
Pd 10/14/04	11) November 1, 2004	187,500.00	4.583%	82,362.19	269,862.19	352,224.38	939.06
Pd 4/14/05	12) May 1, 2005			78,065.63	78,065.63		
Pd 10/20/05	13) November 1, 2005	187,500.00	4.683%	78,065.63	265,565.63	343,631.26	1,126.56
10/19/06	14) May 1, 2006			73,675.32	73,675.32		
4/19/07	15) November 1, 2006	187,500.00	4.783%	73,675.32	261,175.32	334,850.64	1,314.06
Pd 10/14/07	16) May 1, 2007			69,191.26	69,191.26		
Pd 4/14/08	17) November 1, 2007	187,500.00	5.033%	69,191.26	256,691.26	325,882.52	1,501.56
Pd 4/14/08	18) May 1, 2008			64,472.82	64,472.82		
	19) November 1, 2008	187,500.00	5.033%	64,472.82	251,972.82	316,445.64	1,689.06
	20) May 1, 2009			59,754.38	59,754.38		
	21) November 1, 2009	187,500.00	5.033%	59,754.38	247,254.38	307,008.76	1,876.56
	22) May 1, 2010			55,035.94	55,035.94		
	23) November 1, 2010	187,500.00	5.533%	55,035.94	242,535.94	297,571.88	2,064.06
	24) May 1, 2011			49,848.75	49,848.75		
	25) November 1, 2011	187,500.00	5.908%	49,848.75	237,348.75	287,197.50	2,251.56
	26) May 1, 2012			44,310.00	44,310.00		
	27) November 1, 2012	187,500.00	5.908%	44,310.00	231,810.00	276,120.00	2,439.06
	28) May 1, 2013			38,771.25	38,771.25		
	29) November 1, 2013	187,500.00	5.908%	38,771.25	226,271.25	265,042.50	2,626.56
	30) May 1, 2014			33,232.50	33,232.50		
	31) November 1, 2014	187,500.00	5.908%	33,232.50	220,732.50	253,965.00	2,814.06
	32) May 1, 2015			27,693.75	27,693.75		
	33) November 1, 2015	187,500.00	5.908%	27,693.75	215,193.75	242,887.50	3,001.56
	34) May 1, 2016			22,155.00	22,155.00		
	35) November 1, 2016	187,500.00	5.908%	22,155.00	209,655.00	231,810.00	3,189.06
	36) May 1, 2017			16,616.25	16,616.25		
	37) November 1, 2017	187,500.00	5.908%	16,616.25	204,116.25	220,732.50	3,376.56
	38) May 1, 2018			11,077.50	11,077.50		
	39) November 1, 2018	187,500.00	5.908%	11,077.50	198,577.50	209,655.00	3,564.06

EC 1 2000

M.S.A.D. # 36

\$3,750,000

MAINE MUNICIPAL BOND BANK

1999 Series E Bonds

## Debt Service Schedule

Increase Factor: + 0.033%

	Date	Principal	Coupon	Interest	Total Debt Service	Gross Annual Cashflow	Bond Years
40)	May 1, 2019			5,538.75	5,538.75		
41)	November 1, 2019	187,500.00	5.908%	5,538.75	193,038.75	198,577.50	3,751.56
42)	May 1, 2020						
43)	November 1, 2020						
44)	May 1, 2021						
45)	November 1, 2021						
46)	May 1, 2022						
47)	November 1, 2022						
48)	May 1, 2023						
49)	November 1, 2023						
50)	May 1, 2024						
51)	November 1, 2024						
52)	May 1, 2025						
53)	November 1, 2025						
54)	May 1, 2026						
55)	November 1, 2026						
56)	May 1, 2027						
57)	November 1, 2027						
58)	May 1, 2028						
59)	November 1, 2028						
60)	May 1, 2029						
61)	November 1, 2029						
62)	May 1, 2030						
63)	November 1, 2030						
64)	May 1, 2031						
Totals		3,750,000.00		2,207,030.73	5,957,030.73	5,957,030.73	39,406.25

## TAX-EXEMPT SUMMARY

Average Life (in years)	10.50833	(Bond Years/Par)
Net Interest Cost	5.600712%	(Net Interest/Bond Years)
True Interest Cost	5.545518%	(PV of DS to Par)
Average Coupon	5.600712%	(Gross Interest/Bond Years)
Combined Series B and C Arbitrage Bond Yield	5.397550%	

Compound Period .....: Annual

Nominal Annual Rate ....: 4.570 %  
 Effective Annual Rate ...: 4.570 %  
 Periodic Rate .....: 4.5700 %  
 Daily Rate .....: 0.01252 %

*LEASE # 1015857*

## CASH FLOW DATA

Event	Start Date	Amount	Number	Period	End Date
1 Loan	10/15/2007	72,271.00	1		
2 Payment	07/01/2008	25,994.02	3	Annual	07/01/2010

## AMORTIZATION SCHEDULE - Normal Amortization

Date	Payment	Interest	Principal	Balance
Loan 10/15/2007				72,271.00
2007 Totals	0.00	0.00	0.00	
1 07/01/2008	25,994.02	2,352.67	23,641.35	48,629.65
2008 Totals	25,994.02	2,352.67	23,641.35	
2 07/01/2009	25,994.02	2,222.38	23,771.64	24,858.01
2009 Totals	25,994.02	2,222.38	23,771.64	
3 07/01/2010	25,994.02	1,136.01	24,858.01	0.00
2010 Totals	25,994.02	1,136.01	24,858.01	
Grand Totals	77,982.06	5,711.06	72,271.00	

*Y.S.A.D. # 36*

## EXHIBIT D

### LOAN INTEREST RATES, PRINCIPAL REPAYMENT AND PRINCIPAL FORGIVENESS SCHEDULE

Payment Date (       )	Total Principal Amount	Principal Forgiveness	Net Principal Payable	Interest Rate
06/01/2007	\$ 4,100.00	\$ 2,804.80	\$ 1,295.20	0%
06/01/2008	\$ 4,100.00	\$ 2,804.80	\$ 1,295.20	0%
06/01/2009	\$ 4,100.00	\$ 2,804.80	\$ 1,295.20	0%
06/01/2010	\$ 4,100.00	\$ 2,804.80	\$ 1,295.20	0%
06/01/2011	\$ 4,937.00	\$ 3,377.80	\$ 1,559.20	0%
Totals:	\$ 21,337.00	\$ 14,597.00	\$ 6,740.00	

### REDEMPTION PRICE UPON OPTIONAL REDEMPTION

Principal amount of Municipal Bond and this Loan (less the forgiven principal portion of the Loan which the Municipality or the School Administrative Unit is not required to repay) may be redeemed at any time on or after the date the Project has been completed and the Municipality or School Administrative Unit has delivered to the Bank the completion certificate required by Section 4.3 of this Loan Agreement, without premium.

MASTER EQUIPMENT LEASE NO. TSM02817 DATED June 24, 2008CUSTOMER: Maine School Administrative District 36EQUIPMENT LOCATION: 9 Cedar Street, Livermore Falls, ME 04254COMMENCEMENT DATE: Upon AcceptanceMANUFACTURER: VariousINITIAL TERM: 36 months after the first day of the month following the commencement date.

Quantity	Type	Model	Description	Serial No.	(excludes tax)	
					Monthly Rent	Stipulated Loss Value
40	6926349		19"AL1916WAB Analog Widescreen LCD Monitor Black Acer Monitors		\$801.00	28,836.00
40	8189928		Veriton VL410-UD4201P Athlon 64x2 DC 4200 + 2.2GHz/ 1MBL2 1GB/ 160GB/ SuperMulti. GigNIC/ bg/xpp Acer			

ADVANCE RENTAL PAYMENT(S): Advance rental payments, if required by proposal and/or commitment, shall be paid contemporaneously with lessee's entry into the lease and this schedule.

FIRST RENTAL PAYMENT DUE DATE The first day of the calendar month immediately following the month in which the Commencement Date for the last leased item to be installed under this Equipment Schedule occurs (the Last Commencement Date).

RENTAL PAYMENT: The first Rental Payment shall consist of the sum of the following: one (1) monthly Rental Payment plus an amount equal to 1/30<sup>th</sup> of one monthly Rental Payment multiplied by the number of days from and including the Commencement Date to, but excluding, the First Rental Payment Due Date.

MASTER EQUIPMENT LEASE: This schedule is entered into pursuant to the Master Equipment Lease identified above, a copy of which each party hereto has been provided. All terms, conditions, representations and warranties of the Master Equipment Lease are hereby incorporated by reference herein and made a part hereof as if they were expressly set forth in this Schedule. This Schedule constitutes a separate lease with respect to the Equipment described herein. By their execution and delivery of this Schedule, the parties hereby reaffirm as of the date hereof all of the terms, conditions, representations and warranties of the Master Equipment Lease, except as modified herein.

DDI LEASING, INC.

By: [Signature]  
Its duly authorized representativeMaine School Administrative District 36  
CustomerBy: [Signature]Title: 6/25/08Date: Sept. of Schools





## ~~ELIGIBILITY CERTIFICATE~~

### MAINE DEPARTMENT OF EDUCATION SCHOOL REVOLVING RENOVATION FUND

- ☒ Priority 1 - Health and Safety and Compliance Renovations  
☐ Priority 2 - Infrastructure  
☐ Priority 3 - Learning Space Upgrades

☒ Original Certificate

☐ Amended Certificate

School Administrative Unit:

MSAD #36

Facility: Livermore Falls High School

Project #:

1008

1011

1013

Scope of Work:

Other-Electrical

IAQ

Roof

Amount Funded:

\$ 24,131 \$ 4,500 \$ 129,000

Maximum Loan Amount:

\$ 157,631

Portion of loan to be forgiven:

70.00% \$ 110,341.70

Portion of loan to be repaid:

30.00% \$ 47,289.30

Length of Loan:

- ☒ 5 years (loans \$500,000 or less)  
☐ 10 years (loans over \$500,000)  
☐ 10 years (loans \$500,000 or less combined with companion loans to total over \$500,000)

The Commissioner of Education hereby approves the Eligibility Certificate for the above-listed School Revolving Renovation Fund project. Work authorized under this certificate shall be materially completed and commitment issued by the Maine Municipal Bond Bank by August 31, 2009.

March 3, 2008

Date

*Susan A. Gendron*

Susan A. Gendron  
Commissioner of Education



## ~~ELIGIBILITY CERTIFICATE~~

### MAINE DEPARTMENT OF EDUCATION SCHOOL REVOLVING RENOVATION FUND

- ☒ Priority 1 - Health and Safety and Compliance Renovations  
☐ Priority 2 - Infrastructure  
☐ Priority 3 - Learning Space Upgrades

☒ Original Certificate

☐ Amended Certificate

School Administrative Unit: MSAD #36

Facility: Livernore Falls Middle School

Project #: 1007

Scope of Work: Other-Electrical

Amount Funded: \$ 46,500

Maximum Loan Amount: \$ 46,500

Portion of loan to be forgiven: 70.00% \$ 32,550.00

Portion of loan to be repaid: 30.00% \$ 13,950.00

Length of Loan:

- ☒ 5 years (loans \$500,000 or less)  
☐ 10 years (loans over \$500,000)  
☐ 10 years (loans \$500,000 or less combined with companion loans to total over \$500,000)

The Commissioner of Education hereby approves the Eligibility Certificate for the above-listed School Revolving Renovation Fund project. Work authorized under this certificate shall be materially completed and commitment issued by the Maine Municipal Bond Bank by August 31, 2009.

March 3, 2008

Date

*Susan A. Gendron*

Susan A. Gendron  
Commissioner of Education

*FUND  
400-000-2690-54500-9*

W. C. Cressey & Son, Inc.  
P. O. Box 326  
2 Commerce Drive  
Kennebunk, ME 04043

Distributor of THOMAS  
BUILT BUSES and BRAUN  
MOBILITY PRODUCTS.  
(207) 985-6111  
FAX (207) 985-2692  
TOLL FREE 1-800-794-6113

# Invoice

Date 7/14/2008 Invoice # 27183

Bill To  
Maine SAD #36  
#9 Cedar Street  
Livermore Falls, ME  
04254-1336

Ship To  
Livermore Falls, ME

P.O. Number	Terms	Rep	Ship Date	Via	FOB	
GBB #3429	Net 30	KN	7/14/2008	Our Driver	Customer	
Quantity	Item Code	Description			Price Each	Amount
1	TBB-FRTLNR	2009 Freightliner Model #B2 106 279" W/B Chassis w/ Thomas Built Conventional Saf T Liner C2 77 Passenger School Bus Body, 220HP Cummins ISB Diesel Engine, Allison World PTS2500 Auto Transmission, Air Brakes. Body #864566, Vin#4UZABRDT69CAH3175.			72,204.00	72,204.00
1	TBB-FRTLNR	2009 Freightliner Model #B2 106 279" W/B Chassis w/ Thomas Built Conventional Saf T Liner C2 77 Passenger School Bus Body, 220HP Cummins ISB Diesel Engine, Allison World PTS2500 Auto Transmission, Air Brakes. Body #864564, Vin#4UZABRDT49CAH3174.			72,204.00	72,204.00

3 Year  
1st 7.01.09

*3 Year  
warranty  
7.01.09*

Thank you for your business.

Subtotal \$144,408.00  
Sales Tax (5.0%) \$0.00  
Total \$144,408.00

SAD # 36

Exhibit 7-A

STAFF 08-09		
POSITION	First Name	Last Name
CAFETERIA	DORIS	ALLEN
CAFETERIA	RUTHANN	BAILEY
CAFETERIA	STACEY	BAMFORD
CAFETERIA	DARCY	BERNIER
CAFETERIA	BONNIE	CASTONGUAY
CAFETERIA	CINDY	DOYON
CAFETERIA	JOANNE	GOSSELIN
CAFETERIA	PENNY	JACKMAN
CAFETERIA	MARCIA	JONES
CAFETERIA	KATHLEEN	MERRILL

**STAFF 08-09**

<b>POSITION</b>	<b>First Name</b>	<b>Last Name</b>
<b>CUSTODIAN</b>	<b>PAUL</b>	<b>BERKEY, JR</b>
<b>CUSTODIAN</b>	<b>DAVID</b>	<b>GODING</b>
<b>CUSTODIAN</b>	<b>STEPHEN</b>	<b>GROOMES</b>
<b>CUSTODIAN</b>	<b>PAUL</b>	<b>HENRY</b>
<b>CUSTODIAN</b>	<b>DONALD</b>	<b>LESUER</b>
<b>CUSTODIAN</b>	<b>RAYMOND</b>	<b>LOON</b>
<b>CUSTODIAN</b>	<b>HENRY</b>	<b>PARLIN</b>
<b>CUSTODIAN</b>	<b>ERROL</b>	<b>STEVENS</b>
<b>CUSTODIAN</b>	<b>DAVID</b>	<b>VINING</b>
<b>DRIVER</b>	<b>STEVE</b>	<b>ALLEN</b>
<b>DRIVER</b>	<b>RONALD</b>	<b>DUPLACY</b>
<b>DRIVER</b>	<b>CELESTE</b>	<b>FLAGG</b>
<b>DRIVER</b>	<b>MARY</b>	<b>HAYFORD</b>
<b>DRIVER</b>	<b>ARLENE</b>	<b>HENRY-CASTONGUAY</b>
<b>DRIVER</b>	<b>ELEANOR</b>	<b>JACKSON</b>
<b>DRIVER</b>	<b>MAVIS</b>	<b>LETOURNEAU</b>
<b>DRIVER</b>	<b>LORRETTA</b>	<b>MAXWELL</b>
<b>DRIVER</b>	<b>NORMAN</b>	<b>MIELE</b>
<b>DRIVER</b>	<b>CAROL</b>	<b>WILDER</b>

STAFF 08-09		
POSITION	First Name	Last Name
ED TECH	WENDY	BERUBE
ED TECH	BERNADETTE	BESSEY
ED TECH	JUANITA	BOUCHARD
ED TECH	LYNNE	CASTNER
ED TECH	MICHELLE	CONANT
ED TECH	KIMBERLY	COTE
ED TECH	BARBARA	DUFOUR
ED TECH	DEBRA	FOURNIER
ED TECH	ANGELA	FREY
ED TECH	DEBRA	HODGES
ED TECH	PHYLLIS	HOLT
ED TECH	DOREEN	JACOBS
ED TECH	TARAH	JUDD
ED TECH	THOMAS	LECLAIR
ED TECH	MARGARET	LECLERC
ED TECH	CHERYL	LETENDRE
ED TECH	KIM	MAYLE-SIMONEAU
ED TECH	CHERYL	MILLS
ED TECH	EILEEN	MORIN
ED TECH	JOHN	NOBLE
ED TECH	JENNIFER	WILKINS
ED TECH	JASON	WYMAN

STAFF 08-09		
POSITION	First Name	Last Name
SECRETARY	SALLY	BOIVIN
SECRETARY	JUDY	LABBE
SECRETARY	YOLANDE	LESSARD
SECRETARY	AURELIE	MERRILL
SECRETARY	WENDY	NADEAU
SECRETARY	BRENDA	ROMANO

**STAFF 08-09**

<b>POSITION</b>	<b>First Name</b>	<b>Last Name</b>
TEACHER	DENISE	ACRITELLI
TEACHER	CHARLENE	ARCHER
TEACHER	JENNY	BAILLARGEON
TEACHER	CARL	BAUER
TEACHER	BRADFORD	BISHOP
TEACHER	JULIE	BOLDUC
TEACHER	SUSAN	BOOTHBY
TEACHER	MICHELLE	BRANN
TEACHER	KYMBERLI	BRYANT
TEACHER	DARREN	CARTER
TEACHER	JAYNE	COSTA
TEACHER	CYNTHIA	CRABTREE
TEACHER	TABBATHA	CUSHMAN
TEACHER	MARK	CYR
TEACHER	MARY	DAVIS
TEACHER	MICHELLE	DEBLOIS
TEACHER	MICHAEL	DELANEY
TEACHER	JOHN	DISOTTO
TEACHER	ANITA	DUBE
TEACHER	JENNIFER	EASTER
TEACHER	JANET	EASTMAN
TEACHER	DEBRA	FINLEY
TEACHER	SARAH	FOURNIER
TEACHER	AMANDA	GAGE-CROLL
TEACHER	JANET	GILL
TEACHER	LINDA	GRAMLICH
TEACHER	PENNY	GRANT
TEACHER	KAREN	HARDY
TEACHER	LESLEY	HARMON
TEACHER	HELGA	HEYCK
TEACHER	BRUCE	HOUGHTON
TEACHER	CATHI	HOWELL
TEACHER	SARAH	HUBBARD
TEACHER	RICK	HULBERT
TEACHER	ERIC	JEWETT
TEACHER	DIANE	JORDAN
TEACHER	ERIC	KOBISCHEN
TEACHER	JODY	LADD
TEACHER	ANGELA	LAKE
TEACHER	KENNETH	LANDRY
TEACHER	ALISA	LEE

**STAFF 08-09**

<b>POSITION</b>	<b>First Name</b>	<b>Last Name</b>
TEACHER	MARY	LEIGHTON
TEACHER	VALARIE	MACDOWELL
TEACHER	MISTY	MARTIN
TEACHER	DIANE	MAURIS
TEACHER	CHRISTINE	MCPHERSON
TEACHER	ABBY	MCPHETERS
TEACHER	ROBIN	MILLER
TEACHER	CARRIE	MITCHELL
TEACHER	ROBBIN	NICHOL
TEACHER	ANNIE	O'SHEA
TEACHER	ROBIN	OUELLETTE
TEACHER	MEGAN	PACKARD
TEACHER	AMANDA	PELKEY
TEACHER	SONIA	PELLETIER
TEACHER	DAWN	PETTENGILL
TEACHER	REBECCA	POAT
TEACHER	FARRAH	POIRIER
TEACHER	MICHELLE	PRATT
TEACHER	NATHAN	PURRINGTON
TEACHER	SALLY	REES-SPEICH
TEACHER	DARRELL	ROUNDY
TEACHER	GLADYS	RUSSELL
TEACHER	AMANDA	SCHENBERGER
TEACHER	WILBUR	SHARDLOW
TEACHER	SHEILA	SMITH
TEACHER	SUSAN	ST.PIERRE
TEACHER	MARY	STEVENS
TEACHER	STEVEN	SWEET
TEACHER	VICKI	THAYER-ADAMS
TEACHER	DEBRA	TIMBERLAKE
TEACHER	JANET	VENTRELLA
TEACHER	ANNE	WEATHERBEE
TEACHER	DONNA	WILCOX
TEACHER	SUSAN	WILES



**STAFF 08-09**

<b>POSITION</b>	<b>First Name</b>	<b>Last Name</b>
<b>SUPERINTENDENT</b>	<b>TERRY</b>	<b>DESPRES</b>
<b>PRINCIPAL</b>	<b>JEANNINE</b>	<b>BACKUS</b>
<b>PRINCIPAL</b>	<b>THEODORE</b>	<b>FINN</b>
<b>PRINCIPAL</b>	<b>SHAWN</b>	<b>LAMBERT</b>
<b>TECHNOLOGY</b>	<b>COLLEEN</b>	<b>AKERMAN</b>
<b>SPECIAL ED DIRECTOR</b>	<b>WENDY</b>	<b>MOREAU</b>
<b>SPECIAL ED SEC/AP</b>	<b>BRENDA</b>	<b>MERRILL</b>
<b>CURRICULUM CO</b>	<b>DARREN</b>	<b>AKERMAN</b>
<b>ADMINISTRATION</b>	<b>CHRIS</b>	<b>BEAUDOIN</b>
<b>GUIDANCE</b>	<b>SUSANNE</b>	<b>SPALDING</b>
<b>GUIDANCE</b>	<b>GRACE</b>	<b>EATON</b>
<b>PAYROLL</b>	<b>JANICE</b>	<b>CLOUTIER</b>
<b>ADMIN ASSISTANT</b>	<b>BEVERLY</b>	<b>STEVENS</b>
<b>TRANS/CUSTO SUPERVISOR</b>	<b>KENNETH</b>	<b>VINING</b>
<b>ADULT ED</b>	<b>CARRIE</b>	<b>CASTONGUAY</b>
<b>GUIDANCE</b>	<b>SUSANNE</b>	<b>SPALDING</b>
<b>TRANSPORTATION ASST</b>	<b>SHAWN</b>	<b>KEENE</b>

## Exhibit 7-A.1

School Personnel Contracts. Pursuant to Section XXXX-43(5), individuals who have employment contracts with any of the SAUs on the day before the operational date shall become employed by the RSU 40 as of the operational date, and their contracts shall be assumed by the RSU 40 on the operational date. This provision does not prevent the existing SAUs from terminating or non-renewing the contracts in accordance with applicable law before the operational date of the RSU 40. The list shall be updated and made final no later than the day before the operational date of the RSU 40.

Exhibit 7-A.2

Contract	Group	Expiration Date
MSAD 36	Teachers	August 31, 2009
MSAD 36	Ed Techs/Secretaries	June 30, 2010
MSAD 36	Bus Drivers/Custodians	June 30, 2009
MSAD 36	Cafeteria	June 30, 2009

Exhibit 7.B

MSAD 36 – No contracts exist at the present time.

Exhibit 7. C

SAU	POSITION	TERM
MSAD 36	SUPERINTENDENT	2011

**Timeline for Tuesday, January 27, 2009 Referendum (Legal  
Deadline for Referendum is Friday, January 30, 2009)**

NOTE: We previously recommended September 27, 2008 as a target for submission of the Plan to the Commissioner, leaving 30 days for her to recommend changes; 30 days for the RPC to make those changes, and two weeks for legal counsel to prepare referendum documents. The DOE has been quite prompt in reviewing plans, so less time may be needed for DOE review than we had originally suggested. We suggest that administrators stay in close contact with DOE about their submission dates and required turnaround times. We also suggest that they stay in contact with legal counsel regarding the time legal counsel will need to draft the referendum documents. Legal counsel can draft the necessary referendum documents simultaneously with DOE's review of the Plan. See pages 10-15 for a description of information legal counsel will need.

**1. Monday, December 1, 2008:**

- Submit to legal counsel all information needed to draft reorganization referendum documents for each municipal school unit that does not belong to a CSD, for each CSD and for each SAD

**2. Friday, December 12, 2008:**

- In CSDs, last day for school committee to call referendum and file order with CSD secretary.
- In municipal school units ("MSUs") that do not belong to CSDs, last day for municipal officers to call referendum and file order with municipal clerk.
- CSD school committees and municipal officers adopting orders will also sign warrants.
- Municipal officers will also sign public hearing notices.

**3. Wednesday, December 17, 2008:**

- In SADs, last day for school boards to call referendum, sign warrants and sign public hearing notices (to allow delivery to towns by Friday working deadline).
- In SADs and CSDs, last day for printer to provide ballots (so that absentee ballots may be delivered to towns by Friday working deadline).

**4. Friday, December 19, 2008:**

- In SADs and CSDs, last business day before Christmas week for district resident to deliver referendum election warrants and absentee ballots to town clerks (legal deadline is Sunday, December 28, 2008). Municipal officers must countersign warrants. *Note, however, that district residents should also deliver the warrants no more than three days following school board signing of warrants.*

- In MSUs, last business day before Christmas week for absentee ballots to be made available (legal deadline is Sunday, December 28, 2008).

**5. Saturday, January 17, 2009:**

- In MSUs and in each member town of CSDs, last day for public hearing on referendum article. *Notices of public hearing must be posted seven days prior to the date of the public hearing.*

**6. Tuesday, January 20, 2009:**

- In SADs, last date for public hearing on referendum article. *Notice of the public hearing must be posted seven days prior to the date of the hearing.*
- In town meeting MSUs, last date for posting warrants.
- In SAD and CSD member towns, last day for posting countersigned warrants.

**7. Tuesday, January 27, 2009:**

- Referendum date. *Note: January 27, 2009 is the last Tuesday before the statutory deadline (Friday, January 30, 2009).*

**CAUTIONS:**

1. In municipalities that use voting machines, it may be necessary to provide the wording for the ballot to the printer several weeks in advance of the 30- day deadline for absentee ballots to be delivered (i.e., several weeks prior to December 28, 2008).
2. In municipalities governed by town or city charter, there may be different timelines and procedures for calling the referendum, conducting public hearings and addressing other time-sensitive matters.
3. In a multi-town CSD or SAD, adequate time should be provided for the resident of the District to deliver warrants to the town clerks and for the municipal officers to meet and countersign the warrants. This may require that various actions be completed well ahead of the last day permitted by law.

*Exhibit 12A*

Dates of Meetings of RPC Committee:

October 17, 2007  
October 22, 2007  
October 29, 2007  
November 13, 2007  
November 27, 2007  
August 5, 2008  
August 26, 2008  
September 2, 2008  
September 6, 2008  
September 9, 2008  
September 16, 2008  
September 23, 2008